



FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

ENGINEERING CONSULTANTS SECTION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G. SCHMITT
State Engineer

20 August, 1997

Mr. James V. Thompson, Manger
City of Bullhead City
PO Box 21179
Bullhead City, AZ 86442

RE: Agreement JPA 97-22
SR-95 @ Fox, Chaparral & Havasupai Wash

Dear Mr. Thompson:

Please find enclosed three originals of the above subject agreement which defines the responsibilities of the City of Bullhead City and the Arizona Department of Transportation.

If the agreement is acceptable in its present form, please obtain written resolution by the City Council to enter into the agreement, the City Attorney approval letter (form attached) and obtain the signature of the appropriate official. Return all originals to my attention at Mail Drop 616E. One fully executed copy will be forwarded to you upon final filing with the Secretary of State.

Please make no other entries on the originals other than signatures.

Sincerely,

for E. Jack Hammitt, CPM
Joint Project Administrator

Encl.

A. G. Contract No. KR97 1416TRN
ADOT ECS File No. JPA 97-22
Project: H3167 01C
Section: SR-95 @ Fox, Chaparral
and Havasupai Wash

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into _____, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-95 in the City contemplated by the State, the City and the State entered into those certain intergovernmental agreements known as JPA 93-189, JPA 93-190 and JPA 94-15 which were filed with the Secretary of State on 12 September 1994 under numbers 18907, 18908 and 18904 respectively. The agreements defined cooperative terms between the State and the City with regard to drainage and flood control improvements to be accomplished by the City to Fox Wash, Chaparral Wash and Havasupai Wash concurrent with the State's roadway improvement construction.

4. Generally, the intentions of the parties in those agreements were for the State to design and construct the roadway improvements and the City to design and construct the wash improvements outside the State right-of-way. As the State highway project has developed, the City is now unable to construct the improvements timely with the State highway project.

5. The parties have agreed that it is to their mutual benefit for the State to construct significant although interim wash improvements to ameliorate area flooding, which include major improvements to Chaparral Wash, some improvements to Havasupai Wash, and minor improvements to Fox Wash on behalf of the City, concurrently with the State's highway project, (utilizing the City's wash improvements designs to the extent appropriate). The interim wash improvements are hereinafter referred to as the "Project".

6. The permanent wash projects will be accomplished by the City in the future.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Review the Project design documents and provide comments, which shall be resolved or incorporated into the City design documents for permanent wash improvements. Confer with the City on the extent of the interim improvement Project as to how to best utilize the limited funds. The final selection will be in the State's sole discretion. The cost of the Project shall not exceed \$1,100,000.00.

b. Upon execution of this agreement and filing with the Secretary of State, assist the City in establishing an account with the Arizona State Treasurer's Local Government Investment Pool in the amount of \$1,100,000.00, which shall be drawn down by the State and expended on the Project. Interest on the account shall also be expended on the Project. Any monies remaining in said account upon completion of the Project, shall be the property of the City.

c. Either call for bids and award one or more construction contracts for the Project, or add the Project to the State's highway construction project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's highway construction project and the Project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance within the State right-of-way.

2. The City will:

a. Provide design of the Project within ninety (90) days upon execution of this agreement and incorporate State design review comments into the design documents, or resolve same to the mutual satisfaction of the parties hereto. Confer with the State on the extent of the Project as to how to best utilize the limited funds. Issue the State a temporary construction easement for the Project construction at no cost.

b. Upon execution of this agreement and filing with the Secretary of State, establish an account with the Arizona State Treasurer's Local Government Investment Pool in the amount of \$1,100,000.00. Allow the State to draw down and expend the funds as necessary to pay for the Project improvements. The cost of the Project shall not exceed \$1,100,000.00.

c. Upon completion and acceptance by the State on behalf of the parties hereto, take possession of and provide maintenance to the portion of the Project outside the State's permanent right of way. Be responsible for any contractor claims for extra compensation attributable to the City on the State's highway construction project and the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project.

2. This agreement shall become effective upon filing with the Secretary of State.

3. The terms and conditions of the existing agreements, JPA 93-189, JPA 93-190 and JPA 94-15 shall remain in effect except as specifically amended by this agreement.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Bullhead City
City Manager
Box 21179
Bullhead City, AZ 86442-1179

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BULLHEAD CITY

STATE OF ARIZONA

Department of Transportation

By _____
NORM HICKS
Mayor

By _____
EDWARD D. WRIGHT
Deputy State Engineer

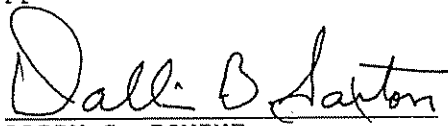
ATTEST

By _____
PAT NICHOLS
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of February 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Bullhead City for the purpose of defining responsibilities for the design, construction and maintenance of improvements to US-95 and Fox, Chaparral and Havasupai washes in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "Dall B. Saxton". The signature is written in dark ink and is positioned above a horizontal line.

for LARRY S. BONINE
Director

APPROVAL OF THE BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1997.

City Attorney